

<i>SERFF Tracking Number:</i>	<i>TRGR-125377306</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Southern Insurance Company</i>	<i>State Tracking Number:</i>	<i>#? \$50</i>
<i>Company Tracking Number:</i>	<i>07-212</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2003 Comprehensive Personal Liability</i>
<i>Product Name:</i>	<i>Arkansas Home Protectors</i>		
<i>Project Name/Number:</i>	<i>Initial Filing of Forms and Endorsements/07-212</i>		

Filing at a Glance

Company: Southern Insurance Company

Product Name: Arkansas Home Protectors

TOI: 17.2 Other Liability - Occurrence Only

Sub-TOI: 17.2003 Comprehensive Personal Liability

Filing Type: Form

SERFF Tr Num: TRGR-125377306 State: Arkansas

SERFF Status: Closed

State Tr Num: #? \$50

Co Tr Num: 07-212

State Status: Fees verified

Co Status: Waiting on check

Reviewer(s): Becky Harrington,
Betty Montesi, Brittany Yielding

Author: William Bradford

Disposition Date: 12/10/2007

Date Submitted: 12/08/2007

Disposition Status: Approved

Effective Date Requested (New): 02/01/2008

Effective Date (New): 02/01/2008

Effective Date Requested (Renewal): 02/01/2008

Effective Date (Renewal):

02/01/2008

State Filing Description:

General Information

Project Name: Initial Filing of Forms and Endorsements

Project Number: 07-212

Status of Filing in Domicile: Authorized

Domicile Status Comments: A similar low value program is approved in Texas

Reference Organization: ISO

Reference Number: DL-2003-O02FR

Reference Title: Dwelling 2000 Program

Advisory Org. Circular: LI-DL-2003-152

Filing Status Changed: 12/10/2007

State Status Changed: 12/10/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

This is our initial filing to adopt forms and endorsements for our Arkansas Home Protectors Program. This is a low value dwelling program.

The form we will use is the ISO DL 24 01, in conjunction with the DP 00 01. We will use several other standard ISO endorsements as well as company and program specific endorsements.

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<i>Company Tracking Number:</i>	<i>07-212</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2003 Comprehensive Personal Liability</i>
<i>Product Name:</i>	<i>Arkansas Home Protectors</i>		
<i>Project Name/Number:</i>	<i>Initial Filing of Forms and Endorsements/07-212</i>		

The references below for reference organization refer to the ISO endorsements.

Company and Contact

Filing Contact Information

William Bradford, Senior Products Filing Specialist	bill.bradford@republicgroup.com
5525 LBJ Freeway	(972) 788-6617 [Phone]
Dallas, TX 75240	(972) 788-6609[FAX]

Filing Company Information

Southern Insurance Company	CoCode: 19216	State of Domicile: Texas
5525 LBJ Freeway	Group Code: 3489	Company Type:
Dallas, TX 75240	Group Name: The Republic Group	State ID Number:
(972) 788-6001 ext. [Phone]	FEIN Number: 75-6021170	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50 x 1 company
Per Company:	No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0000302181	\$50.00	12/07/2007

SERFF Tracking Number:	TRGR-125377306	State:	Arkansas
Filing Company:	Southern Insurance Company	State Tracking Number:	#? \$50
Company Tracking Number:	07-212		
TOI:	17.2 Other Liability - Occurrence Only	Sub-TOI:	17.2003 Comprehensive Personal Liability
Product Name:	Arkansas Home Protectors		
Project Name/Number:	Initial Filing of Forms and Endorsements/07-212		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	12/10/2007	12/10/2007

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Filing Memorandum	Supporting Document	William Bradford	12/08/2007	12/08/2007

<i>SERFF Tracking Number:</i>	<i>TRGR-125377306</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Southern Insurance Company</i>	<i>State Tracking Number:</i>	<i>#? \$50</i>
<i>Company Tracking Number:</i>	<i>07-212</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2003 Comprehensive Personal Liability</i>
<i>Product Name:</i>	<i>Arkansas Home Protectors</i>		
<i>Project Name/Number:</i>	<i>Initial Filing of Forms and Endorsements/07-212</i>		

Disposition

Disposition Date: 12/10/2007

Effective Date (New): 02/01/2008

Effective Date (Renewal): 02/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: TRGR-125377306 State: Arkansas

Filing Company: Southern Insurance Company State Tracking Number: #? \$50

Company Tracking Number: 07-212

TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2003 Comprehensive Personal Liability

Product Name: Arkansas Home Protectors

Project Name/Number: Initial Filing of Forms and Endorsements/07-212

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memorandum	Approved	Yes
Form	PERSONAL LIABILITY	Approved	Yes
Form	Special Provisions – Arkansas	Approved	Yes
Form	ADDITIONAL INSURED	Approved	Yes
Form	PREMISES LIABILITY (NON-OWNER OCCUPIED DWELLING)	Approved	Yes
Form	NO COVERAGE FOR HOME DAY CARE BUSINESS	Approved	Yes
Form	Canine Exclusion Endorsement	Approved	Yes
Form	Animal Exclusion Endorsement	Approved	Yes
Form	Amendatory Mandatory Asbestos And Lead Exclusion	Approved	Yes

SERFF Tracking Number: TRGR-125377306 *State:* Arkansas
Filing Company: Southern Insurance Company *State Tracking Number:* #? \$50
Company Tracking Number: 07-212
TOI: 17.2 Other Liability - Occurrence Only *Sub-TOI:* 17.2003 Comprehensive Personal Liability
Product Name: Arkansas Home Protectors
Project Name/Number: Initial Filing of Forms and Endorsements/07-212

Amendment Letter

Amendment Date:

Submitted Date: 12/08/2007

Comments:

The Filing Memorandum was inadvertantly omitted and is attached.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Filing Memorandum

Comment:

Filing Memorandum AHP DL.pdf

SERFF Tracking Number: TRGR-125377306 State: Arkansas

Filing Company: Southern Insurance Company State Tracking Number: #? \$50

Company Tracking Number: 07-212

TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2003 Comprehensive Personal Liability

Product Name: Arkansas Home Protectors

Project Name/Number: Initial Filing of Forms and Endorsements/07-212

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	PERSONAL LIABILITY	DL 24 01	12 02	Policy/CoveNew rage Form		0.00	DL2401.pdf
Approved	Special Provisions – Arkansas	DL 25 03	12 03	Endorseme New nt/Amendm ent/Condi ti ons		0.00	DL2503.pdf
Approved	ADDITIONAL INSURED	DL 24 10	12 02	Endorseme New nt/Amendm ent/Condi ti ons		0.00	DL2410.pdf
Approved	PREMISES LIABILITY (NON-OWNER OCCUPIED DWELLING)	DI 24 11	12 02	Endorseme New nt/Amendm ent/Condi ti ons		0.00	DL2411.pdf
Approved	NO COVERAGE FOR HOME DAY CARE BUSINESS	DI 24 16	12 02	Endorseme New nt/Amendm ent/Condi ti ons		0.00	DL2416.pdf
Approved	Canine Exclusion Endorsement	RDL 104	07 07	Endorseme New nt/Amendm ent/Condi ti ons		0.00	RDL104 0707.pdf
Approved	Animal Exclusion Endorsement	RDL 106	07 07	Endorseme New nt/Amendm ent/Condi ti ons		0.00	RDL106 0707.pdf
Approved	Amendatory Mandatory Asbestos And Lead Exclusion	RD 955	07 07	Endorseme New nt/Amendm ent/Condi ti ons		0.00	RD 955 07 07 Liability Asbestos and Lead Excl 07 02 07.pdf

PERSONAL LIABILITY

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

- A.** In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance.
- B.** In addition, certain words and phrases are defined as follows:
- 1.** "Aircraft Liability", "Hovercraft Liability", "Motor Vehicle Liability" and "Watercraft Liability", subject to the provisions in **b.** below, mean the following:
 - a.** Liability for "bodily injury" or "property damage" arising out of the:
 - (1)** Ownership of such vehicle or craft by an "insured";
 - (2)** Maintenance, occupancy, operation, use, loading or unloading of such vehicle or craft by any person;
 - (3)** Entrustment of such vehicle or craft by an "insured" to any person;
 - (4)** Failure to supervise or negligent supervision of any person involving such vehicle or craft by an "insured"; or
 - (5)** Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
 - b.** For the purpose of this definition:
 - (1)** Aircraft means any contrivance used or designed for flight except model or hobby aircraft not used or designed to carry people or cargo;
 - (2)** Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
 - (3)** Watercraft means a craft principally designed to be propelled on or in water by wind, engine power or electric motor; and
 - (4)** Motor vehicle means a "motor vehicle" as defined in **7.** below.
 - 2.** "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
 - 3.** "Business" means:
 - a.** A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
 - b.** Any other activity engaged in for money or other compensation, except the following:
 - (1)** One or more activities, not described in **(2)** through **(4)** below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - (2)** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - (3)** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - (4)** The rendering of home day care services to a relative of an "insured".
 - 4.** "Employee" means an employee of an "insured", or an employee leased to an "insured" by a labor leasing firm under an agreement between an "insured" and the labor leasing firm, whose duties are other than those performed by a "residence employee".
 - 5.** "Insured" means:
 - a.** You and residents of your household who are:
 - (1)** Your relatives; or
 - (2)** Other persons under the age of 21 and in the care of any person named above;
 - b.** A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
 - (1)** 24 and your relative; or
 - (2)** 21 and in your care or the care of a person described in **a.(1)** above;

- c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in **a.** or **b.** above. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner; or
- d. With respect to a "motor vehicle" to which this policy applies:
 - (1) Persons while engaged in your employ or that of any person included in **a.** or **b.** above; or
 - (2) Other persons using the vehicle on an "insured location" with your consent.

Throughout this policy, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

6. "Insured location" means:

- a. The "residence premises";
- b. The part of other premises, other structures and grounds used by you as a residence; and
 - (1) Which is shown in the Declarations; or
 - (2) Which is acquired by you during the policy period for your use as a residence;
- c. Any premises used by you in connection with a premises described in **a.** and **b.** above;
- d. Any part of a premises:
 - (1) Not owned by an "insured"; and
 - (2) Where an "insured" is temporarily residing;
- e. Vacant land, other than farm land, owned by or rented to an "insured";
- f. Land owned by or rented to an "insured" on which a one, two, three or four family dwelling is being built as a residence for an "insured";
- g. Individual or family cemetery plots or burial vaults of an "insured"; or

- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

7. "Motor vehicle" means:

- a. A self-propelled land or amphibious vehicle; or
- b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.

8. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:

- a. "Bodily injury"; or
- b. "Property damage".

9. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.

10. "Residence employee" means:

- a. An employee of an "insured", or an employee leased to an "insured" by a labor leasing firm, under an agreement between an "insured" and the labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services; or
- b. One who performs similar duties elsewhere not related to the "business" of an "insured".

A "residence employee" does not include a temporary employee who is furnished to an "insured" to substitute for a permanent "residence employee" on leave or to meet seasonal or short-term workload conditions.

11. "Residence premises" means:

- a. The one family dwelling where you reside;
- b. The two, three or four family dwelling where you reside in at least one of the family units; or
- c. That part of any other building where you reside;

and which is shown as the "residence premises" in the Declarations.

"Residence premises" also includes other structures and grounds at that location.

LIABILITY COVERAGES

A. Coverage L – Personal Liability

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the "occurrence" has been exhausted by payment of a judgment or settlement.

B. Coverage M – Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location", if the "bodily injury":
 - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
 - b. Is caused by the activities of an "insured";
 - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
 - d. Is caused by an animal owned by or in the care of an "insured".

EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages L and M do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
 - a. Is registered for use on public roads or property;
 - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or

c. Is being:

- (1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
- (2) Rented to others;
- (3) Used to carry persons or cargo for a charge; or
- (4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

2. If Exclusion A.1. does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:

- a. In dead storage on an "insured location";
- b. Used solely to service an "insured's" residence;
- c. Designed to assist the handicapped and, at the time of an "occurrence", it is:

- (1) Being used to assist a handicapped person; or
- (2) Parked on an "insured location";

- d. Designed for recreational use off public roads and:

- (1) Not owned by an "insured"; or
- (2) Owned by an "insured" provided the "occurrence" takes place on an "insured location" as defined in Definitions B. 6.a., b., d., e. or h.; or

- e. A motorized golf cart that is owned by an "insured", designed to carry up to 4 persons, not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground and, at the time of an "occurrence", is within the legal boundaries of:

- (1) A golfing facility and is parked or stored there, or being used by an "insured" to:

- (a) Play the game of golf or for other recreational or leisure activity allowed by the facility;
- (b) Travel to or from an area where "motor vehicles" or golf carts are parked or stored; or

- (c) Cross public roads at designated points to access other parts of the golfing facility; or

- (2) A private residential community, including its public roads upon which a motorized golf cart can legally travel, which is subject to the authority of a property owners association and contains an "insured's" residence.

B. "Watercraft Liability"

1. Coverages **L** and **M** do not apply to any "watercraft liability" if, at the time of an "occurrence", the involved watercraft is being:
 - a. Operated in, or practicing for, any prearranged or organized race, speed contest or other competition. This exclusion does not apply to a sailing vessel or a predicted log cruise;
 - b. Rented to others;
 - c. Used to carry persons or cargo for a charge; or
 - d. Used for any "business" purpose.
2. If Exclusion **B.1.** does not apply, there is still no coverage for "watercraft liability" unless, at the time of the "occurrence", the watercraft:
 - a. Is stored;
 - b. Is a sailing vessel, with or without auxiliary power, that is:
 - (1) Less than 26 feet in overall length; or
 - (2) 26 feet or more in overall length and not owned by or rented to an "insured"; or
 - c. Is not a sailing vessel and is powered by:
 - (1) An inboard or inboard-outdrive engine or motor, including those that power a water jet pump, of:
 - (a) 50 horsepower or less and not owned by an "insured"; or
 - (b) More than 50 horsepower and not owned by or rented to an "insured"; or
 - (2) One or more outboard engines or motors with:
 - (a) 25 total horsepower or less;
 - (b) More than 25 horsepower if the outboard engine or motor is not owned by an "insured";
 - (c) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it during the policy period; or
 - (d) More than 25 horsepower if the outboard engine or motor is owned by an "insured" who acquired it before the policy period, but only if:
 - (i) You declare them at policy inception; or

- (ii) Your intent to insure them is reported to us in writing within 45 days after you acquire them.

The coverages in **(c)** and **(d)** above apply for the policy period.

Horsepower means the maximum power rating assigned to the engine or motor by the manufacturer.

C. "Aircraft Liability"

This policy does not cover "aircraft liability".

D. "Hovercraft Liability"

This policy does not cover "hovercraft liability".

E. Coverage L – Personal Liability And Coverage M – Medical Payments To Others

Coverages **L** and **M** do not apply to the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by an "insured" even if the resulting "bodily injury" or "property damage":

- a. Is of a different kind, quality or degree than initially expected or intended; or
- b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this Exclusion **E.1.** does not apply to "bodily injury" resulting from the use of reasonable force by an "insured" to protect persons or property;

2. "Business"

- a. "Bodily injury" or "property damage" arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured".

This Exclusion **E.2.** applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

- b. This Exclusion **E.2.** does not apply to:

- (1) The rental or holding for rental of an "insured location";
 - (a) On an occasional basis if used only as a residence;

(b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

(c) In part, as an office, school, studio or private garage; and

(2) An "insured" under the age of 21 years involved in a part-time or occasional, self-employed "business" with no employees;

3. Professional Services

"Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services;

4. "Insured's" Premises Not An "Insured Location"

"Bodily injury" or "property damage" arising out of a premises:

a. Owned by an "insured";

b. Rented to an "insured"; or

c. Rented to others by an "insured";
that is not an "insured location";

5. War

"Bodily injury" or "property damage" caused directly or indirectly by war, including the following and any consequence of any of the following:

a. Undeclared war, civil war, insurrection, rebellion or revolution;

b. Warlike act by a military force or military personnel; or

c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

6. Communicable Disease

"Bodily injury" or "property damage" which arises out of the transmission of a communicable disease by an "insured";

7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

"Bodily injury" or "property damage" arising out of sexual molestation, corporal punishment or physical or mental abuse; or

8. Controlled Substance

"Bodily injury" or "property damage" arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Exclusions **A.** "Motor Vehicle Liability", **B.** "Watercraft Liability", **C.** "Aircraft Liability", **D.** "Hovercraft Liability" and **E.4.** "Insured's" Premises Not An "Insured Location" do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured".

F. Coverage L – Personal Liability

Coverage **L** does not apply to:

1. Liability:

a. For any loss assessment charged against you as a member of an association, corporation or community of property owners;

b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:

(1) That directly relate to the ownership, maintenance or use of an "insured location"; or

(2) Where the liability of others is assumed by you prior to an "occurrence";

unless excluded in **a.** above or elsewhere in this policy;

2. "Property damage" to property owned by an "insured". This includes costs or expenses incurred by an "insured" or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an "insured location";

3. "Property damage" to property rented to, occupied or used by or in the care of an "insured". This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

4. "Bodily injury" to any person eligible to receive any benefits voluntarily provided or required to be provided by an "insured" under any:

- a. Workers' compensation law;
- b. Non-occupational disability law; or
- c. Occupational disease law;

5. "Bodily injury" or "property damage" for which an "insured" under this policy:

- a. Is also an insured under a nuclear energy liability policy issued by the:

- (1) Nuclear Energy Liability Insurance Association;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada;

or any of their successors; or

- b. Would be an insured under such a policy but for the exhaustion of its limit of liability; or

6. "Bodily injury" to you or an "insured" as defined under Definitions 5.a. or b.

This exclusion also applies to any claim made or suit brought against you or an "insured":

- a. To repay; or

- b. Share damages with;

another person who may be obligated to pay damages because of "bodily injury" to an "insured".

G. Coverage M – Medical Payments To Others

Coverage **M** does not apply to "bodily injury":

- 1. To a "residence employee" if the "bodily injury":
 - a. Occurs off the "insured location"; and
 - b. Does not arise out of or in the course of the "residence employee's" employment by an "insured";
- 2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
 - a. Workers' compensation law;
 - b. Non-occupational disability law; or
 - c. Occupational disease law;
- 3. From any:
 - a. Nuclear reaction;
 - b. Nuclear radiation; or
 - c. Radioactive contamination;all whether controlled or uncontrolled or however caused; or

- d. Any consequence of any of these; or

- 4. To any person, other than a "residence employee" of an "insured", regularly residing on any part of the "insured location".

ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

A. Claim Expenses

We pay:

- 1. Expenses we incur and costs taxed against an "insured" in any suit we defend;
- 2. Premiums on bonds required in a suit we defend, but not for bond amounts more than the Coverage **L** limit of liability. We need not apply for or furnish any bond;
- 3. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; and
- 4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

B. First Aid Expenses

We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to an "insured".

C. Damage To Property Of Others

- 1. We will pay, at replacement cost, up to \$1,000 per "occurrence" for "property damage" to property of others caused by an "insured".
- 2. We will not pay for "property damage":
 - a. Caused intentionally by an "insured" who is 13 years of age or older;
 - b. To property owned by an "insured";
 - c. To property owned by or rented to a tenant of an "insured" or a resident in your household; or
 - d. Arising out of:
 - (1) A "business" engaged in by an "insured";
 - (2) Any act or omission in connection with a premises owned, rented or controlled by an "insured", other than the "insured location"; or

- (3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft or "motor vehicles".

This Exclusion d.(3) does not apply to a "motor vehicle" that:

- (a) Is designed for recreational use off public roads;
- (b) Is not owned by an "insured"; and
- (c) At the time of the "occurrence", is not required by law, or regulation issued by a government agency, to have been registered for it to be used on public roads or property.

CONDITIONS

A. Limit Of Liability

Our total liability under Coverage **L** for all damages resulting from any one "occurrence" will not be more than the Coverage **L** limit of liability shown in the Declarations. This limit is the same regardless of the number of "insureds", claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence".

Our total liability under Coverage **M** for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the Coverage **M** limit of liability shown in the Declarations.

B. Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one "occurrence".

C. Duties After "Occurrence"

In case of an "occurrence", you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

- 1. Give written notice to us or our agent as soon as is practical, which sets forth:
 - a. The identity of the policy and the "named insured" shown in the Declarations;
 - b. Reasonably available information on the time, place and circumstances of the "occurrence"; and
 - c. Names and addresses of any claimants and witnesses;

- 2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
- 3. Promptly forward to us every notice, demand, summons or other process relating to the "occurrence";
- 4. At our request, help us:
 - a. To make settlement;
 - b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - c. With the conduct of suits and attend hearings and trials; and
 - d. To secure and give evidence and obtain the attendance of witnesses;
- 5. With respect to **C. Damage To Property Of Others** under Additional Coverages, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an "insured's" control;
- 6. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury".

D. Duties Of An Injured Person – Coverage M – Medical Payments To Others

- 1. The injured person or someone acting for the injured person will:
 - a. Give us written proof of claim, under oath if required, as soon as is practical; and
 - b. Authorize us to obtain copies of medical reports and records.
- 2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

E. Payment Of Claim – Coverage M – Medical Payments To Others

Payment under this coverage is not an admission of liability by an "insured" or us.

F. Suit Against Us

- 1. No action can be brought against us unless there has been full compliance with all of the terms under this policy.
- 2. No one will have the right to join us as a party to any action against an "insured".
- 3. Also, no action with respect to Coverage **L** can be brought against us until the obligation of such "insured" has been determined by final judgment or agreement signed by us.

G. Bankruptcy Of An "Insured"

Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

H. Other Insurance

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

I. Policy Period

This policy applies only to "bodily injury" or "property damage" which occurs during the policy period.

J. Subrogation

An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Coverage **M** or Paragraph **C. Damage To Property Of Others** under Additional Coverages.

K. Concealment Or Fraud

We do not provide coverage to an "insured" who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements;

relating to this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – ARKANSAS

CONDITIONS

The following condition is added:

J. Subrogation

The first paragraph is deleted and replaced by the following:

An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us. However, we are entitled to a recovery only after an "insured" has been fully compensated for the loss sustained.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

SCHEDULE*

Name And Address Of Person Or Organization

Interest

Location

*Entries may be left blank if shown elsewhere in this policy for this coverage.

DEFINITIONS

Definition **5**, which defines "insured" is extended to include the person or organization named in the Schedule above, but only with respect to the "insured location shown in the Schedule, and only with respect to Coverage **L** – Personal Liability and Coverage **M** – Medical Payments to Others for "bodily injury" or "property damage" arising out of the ownership, maintenance or use of the "residence premises".

EXCLUSIONS

This coverage does not apply to "bodily injury" to an "employee", "residence employee" or a temporary employee furnished to the "insured" to substitute for a permanent "residence employee" arising out of or in the course of the employee's employment by the person or organization.

CANCELLATION AND NONRENEWAL NOTIFICATION

If we decide to cancel or not to renew this policy, the person or organization named in the Schedule will be notified in writing.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMISES LIABILITY

(Non-Owner Occupied Dwelling)

SCHEDULE*

Location*

Number of Families*

*Entries may be left blank if shown elsewhere in this policy for this coverage.

DEFINITIONS

Definition **6.** "Insured location" is extended to include the premises shown in the Schedule above.

LIABILITY COVERAGES

Coverage **L** – Personal Liability and Coverage **M** – Medical Payments To Others are restricted to apply only with respect to "bodily injury" and "property damage" arising out of the ownership, maintenance, occupancy or use of the premises shown below.

EXCLUSIONS

Exclusion **E.2.** does not apply to the premises shown in the Schedule.

All other provisions of this policy apply.

THIS ENDORSEMENT DOES NOT CONSTITUTE A REDUCTION OF COVERAGE.

NO COVERAGE FOR HOME DAY CARE BUSINESS

- A.** "Business", as defined in the policy, means:
- 1.** A trade, profession or occupation engaged in on a full time, part-time or occasional basis; or
 - 2.** Any other activity engaged in for money or other compensation, except the following:
 - a.** One or more activities:
 - (1)** Not described in **b.** through **d.** below,
 - (2)** For which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
 - b.** Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
 - c.** Providing home day care services for which no compensation is received, other than the mutual exchange of such services; or
 - d.** The rendering of home day care services to a relative of an "insured".
- B.** If an "insured" regularly provides home day care services to a person or persons other than "insureds" as their trade, profession or occupation, that service is a "business".
- C.** If home day care service is not a given "insured's" trade, profession or occupation but is an activity:
- 1.** That an "insured" engages in for money or other compensation; and
 - 2.** From which an "insured" receives more than \$2,000 in total/combined compensation from it for the 12 months before the beginning of the policy period,
- the home day care service and other activity will be considered a "business".
- D.** With respect to **C.** above home day care service is only an example of an activity engaged in for money that may be a "business". Any single activity or combination of activities:
- 1.** Described in **A.2.** above, and
 - 2.** Engaged in for money by a single "insured";
- may be considered a "business" if the \$2000 threshold is exceeded.
- E.** With respect to **A.** through **D.** above, coverage does not apply with respect to home day care service which is a "business". This policy does not provide coverage because a "business" of an "insured" is excluded under Exclusion **E.2.**

Canine Exclusion Endorsement

This Endorsement Changes The Policy. Please Read It Carefully.

For Use With Form DL 24 01 12 02

Exclusions

The following Exclusion is added:

Canine Liability

This policy does not cover liability for “bodily injury” or “property damage” arising out of the:

- a. ownership;
- b. care;
- c. custody; or
- d. control

of any dog or canine by any “insured”.

All of the other provisions of this policy apply.

Animal Exclusion Endorsement

This Endorsement Changes The Policy. Please Read It Carefully.

For Use With Form DL 24 01 12 02

Exclusions:

The following exclusion is added:

Animal Liability

This policy does not cover liability for "bodily injury" or "property damage" arising out of the:

- a. ownership;
- b. care;
- c. custody; or
- d. control

of any animal by any "insured".

All of the other provisions of this policy apply.

Amendatory Mandatory Asbestos And Lead Exclusion

This Endorsement Changes The Policy. Please Read It Carefully.

For Use With Form DL 24 01 12 02

EXCLUSIONS

The following exclusion is added:

Asbestos or Lead

This policy does not apply to the following:

1. "Bodily injury" or "property damage" arising out of or caused directly or indirectly by the:
 - a. contact with;
 - b. exposure to;
 - c. contamination by;
 - d. ingestion of; or
 - e. discharge, dispersal, seepage, migration, release, escape, spread, presence, existence, or any effect of asbestos or lead;
2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of, asbestos or lead; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos or lead.

All other provisions of this policy apply.

SERFF Tracking Number: TRGR-125377306 State: Arkansas
Filing Company: Southern Insurance Company State Tracking Number: #? \$50
Company Tracking Number: 07-212
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2003 Comprehensive Personal Liability
Product Name: Arkansas Home Protectors
Project Name/Number: Initial Filing of Forms and Endorsements/07-212

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 12/10/2007

Comments:

Attachment:

AR DL Forms.pdf

Satisfied -Name: Filing Memorandum **Review Status:** Approved 12/10/2007

Comments:

Attachment:

Filing Memorandum AHP DL.pdf

Property & Casualty Transmittal Document

<div> <div>1 . Reserved for Insurance Dept. Use Only</div> </div>	<div>2. Insurance Department Use only</div>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

[illegible]

5.	Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
7.	Signature of authorized filer				
8.	Please print name of authorized filer				

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)				
10.	Sub-Type of Insurance (Sub-TOI)				
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12.	Company Program Title (Marketing title)				
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14.	Effective Date(s) Requested	New:		Renewal:	
15.	Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
16.	Reference Organization (if applicable)				
17.	Reference Organization # & Title				
18.	Company's Date of Filing				
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

[illegible]

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
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☐ Rate Increase ☐ Rate Decrease ☐ Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
-----------	--	--

4a.	Rate Change by Company (As Proposed)
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5.	Overall Rate Information (Complete for Multiple Company Filings only)
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		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
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7.	Effective Date of last rate revision	
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8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		[] New [] Replacement [] Withdrawn	
02		[] New [] Replacement [] Withdrawn	
03		[] New [] Replacement [] Withdrawn	

Filing Memorandum – AHP Homeowners Forms

ISO Endorsements

DL 24 01 12 02, DL 25 03 12 03, DL 24 10 12 02, DL 24 11 12 02, and L 24 16 12 02 are all ISO forms that are used without modification. DL 24 01 12 02, DL 25 03 12 03, and DL 24 16 12 02 are mandatory; DL 24 10 12 02 and DL 24 11 12 02 are optional.

Mandatory Endorsements

Amendatory Mandatory Asbestos and Lead Exclusion RD 955 07 07 excludes losses from asbestos and lead.

Mandatory Under Certain Conditions

Canine Exclusion Endorsement RDL 104 07 07 is used when the risk would otherwise be unacceptable to an exposure from a dog or dogs. Examples would be aggressive breeds (wolf hybrids, for example) or dogs with a history of biting.

Animal Exclusion Endorsement RDL 106 07 07 is used when the risk would otherwise be unacceptable to an exposure from an animal or animals, other than dogs. Examples would be animals typically considered wild (for example, tigers, lions) or that are inherently dangerous (for example, poisonous snakes).

A dwelling liability policy may only be issued with a dwelling policy and there are therefore no declarations page, notices, etc.